

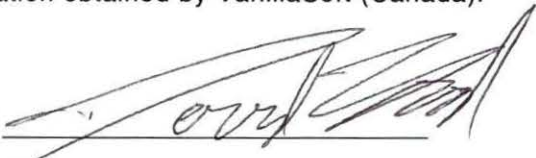
**VanillaSoft Corp**  
**Annual CPNI Certification**  
**47 C.F.R. § 64.2009(e)**  
**EB Docket No. 06-36**

COMPANY NAME: VanillaSoft Corp  
REPORTING PERIOD: January 1, 2014 - December 31, 2014  
FILER ID: 830213  
OFFICER: David Hood  
TITLE: CEO

I, David Hood, hereby certify that I am an officer of VanillaSoft Corp ("VanillaSoft (Canada)") and that I am authorized to make this certification on behalf of VanillaSoft (Canada). I have personal knowledge that VanillaSoft (Canada) has established operating procedures that are adequate to ensure compliance with the Federal Communications Commission's rules governing Customer Proprietary Network Information ("CPNI"), to the extent that such rules apply to VanillaSoft (Canada) or to any of the information obtained by VanillaSoft (Canada). See 47 C.F.R. § 64.2001 et seq.

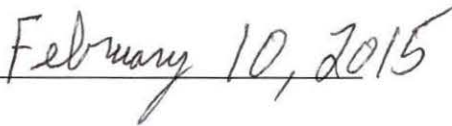
Attached to this certification is an accompanying statement explaining the procedures VanillaSoft (Canada) employs to ensure that it complies with the requirements set forth in 47 C.F.R. § 64.2001 et seq. of the Commission's rules, to the extent that such requirements apply to VanillaSoft (Canada) or to the information obtained by VanillaSoft (Canada).

Signed: \_\_\_\_\_



On behalf of VanillaSoft Corp

Date: \_\_\_\_\_





## **STATEMENT OF POLICY REGARDING CUSTOMER PROPRIETARY NETWORK INFORMATION**

In accordance with Section 222 of the Communications Act and the Federal Communications Commission's ("FCC") CPNI Rules (47 C.F.R. § 64.2001, et seq.), VanillaSoft Corp ("VanillaSoft (Canada)") files this Statement of Policy outlining the Company's procedures for accessing, using and storing Customer Proprietary Network Information ("CPNI").

VanillaSoft (Canada) provides telecommunications services to retail customers. Because VanillaSoft (Canada) may access, use, or store CPNI when providing these types of services, the Company undertakes the steps outlined in this Statement of Policy to protect CPNI from unauthorized access or misuse.

### **Definition of CPNI**

Under federal law, CPNI is certain customer information obtained by a telecommunications provider during the course of providing telecommunications services (including interconnected VoIP) to a customer. This includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier.

Examples of CPNI include information typically available from telephone-related details on a monthly bill such as the types of services purchased by a customer, numbers called, duration of calls, directory assistance charges, and calling patterns. CPNI does not include names, addresses, and telephone numbers, because that information is considered subscriber list information under applicable law.

### **Use of CPNI**

It is the policy of VanillaSoft (Canada) not to use CPNI for any activity other than as permitted by applicable law. Any disclosure of CPNI to other parties (such as affiliates, vendors and agents) occurs only if it is necessary to conduct a legitimate business activity related to the services already provided by VanillaSoft (Canada) to the customer. Except in instances where VanillaSoft (Canada) is required by law to disclose CPNI, such as through subpoenas or other requests by law enforcement officials, or if the intended use is permitted by FCC Rules, VanillaSoft (Canada) will first obtain the customer's consent prior to using or sharing CPNI.

### **Disclosure of CPNI**

VanillaSoft (Canada) prohibits the release of CPNI based upon a customer-initiated telephone call except under the following three (3) circumstances.

- When the customer has pre-established a password;
- When the information requested by the customer is to be sent to the customer's address of record; or
- When VanillaSoft (Canada) calls the customer's telephone number of record and discusses the information with the party initially identified by customer when service was initiated.

### **Online Access to CPNI**



If VanillaSoft (Canada) grants online access to CPNI, the Company authenticates a customer without the use of readily available biographical or account information prior to allowing the customer online access to CPNI stored online. Once authenticated, the customer may only obtain online access to CPNI through a password that is not prompted by the carrier asking for readily available biographical or account information.

## **Password Authentication Procedures**

To establish a password, VanillaSoft (Canada) authenticates the identity of the customer without the use of readily available biographical or account information. The Company may create a back-up customer identification method in the event a customer misplaces or forgets a password, but such alternative customer authentication will not depend on readily available biographical or account information. If a customer cannot provide the correct password or the correct response for the back-up customer authentication method, the customer must establish a new password.

## **Account Change Notification**

VanillaSoft (Canada) notifies customers immediately of any account changes, including address of record, authentication, online account and password related changes.

## **Disclosure to Business Customers**

VanillaSoft (Canada) may negotiate alternative authentication procedures for services that the Company provides to business customers that have a dedicated account representative and a contract that specifically addresses the protection of CPNI.

## **Employee Training Policies and Disciplinary Procedures**

All employees of VanillaSoft (Canada) are trained as to when they are, and are not, authorized to use CPNI. Through this training, VanillaSoft (Canada) has informed its employees and agents that it considers compliance with the Communications Act and FCC Rules regarding the use, disclosure, and access to CPNI to be very important.

Violation by company employees or agents of such CPNI requirements will lead to disciplinary action (including remedial training, reprimands, unfavorable performance reviews, probation, and termination), depending upon the circumstances of the violation (including the severity of the violation, whether the violation was a first time or repeat violation, whether appropriate guidance was sought or received from a supervisor, and the extent to which the violation was or was not deliberate or malicious).

## **Use of CPNI in Sales and Marketing Campaigns**

If VanillaSoft (Canada) uses CPNI in marketing campaigns, the company will maintain a record of all sales and marketing campaigns that use the CPNI. The record will include a description of each campaign, the specific CPNI that was used in the campaign, and what products and services were offered as part of the campaign.

VanillaSoft (Canada) will also implement a system to obtain prior approval and informed consent from its customers in accordance with the CPNI Rules. This system will allow for the status of a customer's CPNI approval to be clearly established prior to the use of CPNI.

Prior to commencement of a sales or marketing campaign that utilizes CPNI, VanillaSoft (Canada) will establish the status of a customer's CPNI approval. The following sets forth the procedure that will be followed by the Company:

- Prior to any solicitation for customer approval, VanillaSoft (Canada) will notify customers of their right to restrict the use of, disclosure of, and access to their CPNI.
- VanillaSoft (Canada) will use opt-in approval for any instance in which Company must obtain customer approval prior to using, disclosing or permitting access to CPNI.
- A customer's approval or disapproval remains in effect until the customer revokes or limits such approval or disapproval.
- Records of approvals are maintained for at least one year.
- VanillaSoft (Canada) provides individual notice to customers when soliciting approval to use, disclose or permit access to CPNI.
- The CPNI notices sent by VanillaSoft (Canada) comply with FCC Rule 64.2008(c).

VanillaSoft (Canada) will also establish a supervisory review process regarding compliance with the CPNI rules for outbound marketing situations and will maintain compliance records for at least one (1) year.

## **FCC Notification**

The Company is prepared to provide written notice within five (5) business days to the FCC of any instance where the opt-in mechanisms do not work properly or to such a degree that consumers' inability to opt-in is more than an anomaly.

## **Third Party Use of CPNI**

To safeguard CPNI, prior to allowing joint venturers or independent contractors access to customers' individually identifiable CPNI, VanillaSoft (Canada) will require all such third parties to enter into a confidentiality agreement that ensures compliance with this Statement of Policy. VanillaSoft (Canada) shall also obtain opt-in consent from a customer prior to disclosing the information to such third parties for marketing purposes. In addition, VanillaSoft (Canada) requires all outside agents to acknowledge and certify that they may only use CPNI for the purpose for which that information has been provided.

VanillaSoft (Canada) requires express written authorization from the customer prior to dispensing CPNI to new carriers, except as otherwise required by law.

VanillaSoft (Canada) does not market or sell CPNI information to any third party.

## **Law Enforcement Notification of Unauthorized Disclosure**

If an unauthorized disclosure of CPNI occurs, VanillaSoft (Canada) shall provide notification of the breach within seven (7) days to the United States Secret Service ("USSS") and the Federal Bureau of Investigation ("FBI").

VanillaSoft (Canada) shall wait an additional seven (7) days from its government notice prior to notifying the affected customers of the breach.

Notwithstanding the above, VanillaSoft (Canada) shall not wait the additional seven (7) days to notify its



customers if the Company determines there is an immediate risk of irreparable harm to the customers.

VanillaSoft (Canada) shall maintain records of discovered breaches for a period of at least two (2) years.

### **Customer Complaints**

VanillaSoft (Canada) has not received any customer complaints in the past year concerning the unauthorized release of or access to CPNI.

### **Contact Information**

Individuals or entities that have questions about this CPNI Certification or the use of CPNI by VanillaSoft (Canada) may contact the company's legal counsel, The *CommLaw* Group at (703) 714-1300.

### **Actions taken against Pretexters**

VanillaSoft (Canada) has not taken any actions against data brokers before state commissions, state or federal courts, or the FCC in the past year. VanillaSoft (Canada) has no information, other than information that has been publicly reported, regarding the processes that pretexters are using to attempt to access CPNI.

### **Annual CPNI Certification**

Pursuant to FCC regulations, 47 C.F.R. § 64.20089(e), VanillaSoft (Canada) will annually submit to the FCC, prior to March 1st, a CPNI Certification of Compliance and accompanying Statement regarding the company's CPNI policies and operating procedures. These documents certify that VanillaSoft (Canada) complied with federal laws and FCC regulations regarding the protection of CPNI throughout the prior calendar year.

# NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made as of the 10th day of February, 2015, by and between VanillaSoft Corp. ("VanillaSoft") having their principle place of business at 490 St. Joseph Blvd, Suite 402, Gatineau, Quebec, J8Y 3Y7, and OnBrand24 ("Company"), having their principal place of business at 100 Cummings Center Suite 306L, Beverly, MA, 01915.

WHEREAS VanillaSoft and the Company would like to engage in discussions regarding a possible business arrangement

AND WHEREAS VanillaSoft and the Company expect that such discussions will involve the disclosure of confidential and proprietary information by VanillaSoft.

IN CONSIDERATION of the agreement by VanillaSoft to disclose Confidential Information to the company and the covenants herein, the Customer agrees as follows;

## 1. Confidential Information

(a) "Confidential Information" means any information, technical data, or know-how, including but not limited to, that which relates to research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, which is marked as confidential or proprietary by VanillaSoft at the time of disclosure.

(b) Confidential Information does not include that information defined as Confidential Information above which the receiving party can conclusively establish (i) is in the possession of the receiving party at the time of disclosure; (ii) prior to or after the time of disclosure comes part of the public domain without the act or omission of the party to whom it was disclosed; (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party.

## 2. Restrictions

(a) Company covenants to VanillaSoft that it will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information of VanillaSoft to any person or entity without the prior written approval of VanillaSoft, or use any such Confidential Information for any purpose, other than for the specific purpose of the Subject Matter, unless specifically approved in writing by VanillaSoft. However, the Company, in accordance with the judicial or other governmental order, may disclose the Confidential Information of VanillaSoft provided the Company shall give VanillaSoft reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) The Company shall maintain the confidential nature of the Confidential Information in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure. The Company may disclose Confidential Information only to its employees and consultants who shall have a need-to-know same for the purposes of the Subject Matter. The Company shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the provisions of this Agreement.

(c) The Company shall not record, make notes of, copy or reproduce the Confidential Information of the other by any means without the written permission of VanillaSoft. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of the disclosing party and shall be protected from unauthorized disclosure or access. The Company agrees to segregate all Confidential Information of the other from the confidential materials of others in order to prevent commingling.

(d) The Company shall not reverse engineer, decompile or

disassemble any software which is Confidential Information of the other party.

## 3. Rights and Remedies

(a) The Company acknowledges and agrees that all Confidential Information of VanillaSoft and all worldwide right, title and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of VanillaSoft.

(b) The Company agrees to return all originals, copies, reproductions and summaries of Confidential Information at VanillaSoft's request, or at VanillaSoft's option, certify destruction of the same.

(c) The parties agree to notify the other immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the other, or breach of this Agreement.

(d) The Company acknowledge that any breach of the terms and conditions of this Agreement by them would result in significant damage to VanillaSoft, not completely compensable monetarily, and agree that VanillaSoft shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. The Company shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

## 4. Miscellaneous

(a) The Company agree that if VanillaSoft provides pre-release software as Confidential Information under this Agreement, such pre-release software is provided as is without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such pre-release software is entirely at the receiving party's risk. The Company acknowledges that neither VanillaSoft nor its suppliers shall be liable for any damages whatsoever related to the Company's use of such pre-release software.

(b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

(c) This Agreement supercedes any and all prior arrangements, whether oral or written, with respect to the Confidential Information.

(d) This Agreement is personal, indivisible, and non-transferable and may not be assigned or transferred in whole or in part by either party.

(e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec. The Company hereby attorns to the jurisdiction of the courts of the Province of Quebec and agrees not to oppose any action brought in Quebec on the basis that the courts of Quebec are not an appropriate or convenient forum for same. If VanillaSoft employs attorneys to enforce any rights arising out of or relating to this Agreement, then if it is the prevailing party VanillaSoft shall be entitled to recover reasonable attorney's fees.

IN WITNESS WHEREOF the Company has executed this Agreement under seal as of the date first written above.

VanillaSoft

By: 

Title: CEO

Company

By: \_\_\_\_\_

Title: \_\_\_\_\_





## Verizon Non-Disclosure Agreement

SIGNED for and on behalf of the Company	SIGNED for and on behalf of Verizon
Signature: 	Signature:
Name: David Hood	Name:
Title: COO	Title:
Date: 6/10/2015	Date:

Valid if signed and submitted to Verizon by 5 August 2015.

Agreement between "Verizon", which means Verizon Canada Ltd., having an office at 60 Adelaide Street East, Suite 1300, Toronto, Ontario, Canada M5C 3E4 and any other Verizon affiliates identified in the Guide, and Vanillasoft Corporation, having an office at 12 Aquilon Street, Gatineau, QC, J9A 3B7, Canada (the "Company"), effective as of 6 February 2015.

Parties	
<b>Company:</b> Vanillasoft Corporation	<b>Verizon:</b> Verizon Canada Ltd.
<b>Registered Office Address:</b> 12 Aquilon Street Gatineau, QC, J9A 3B7 Canada	<b>Registered Office Address:</b> 60 Adelaide Street East, Suite 1300 Toronto, Ontario, Canada M5C 3E4
<b>Registered No.:</b> N/A	<b>Registered No:</b> 1362542
<b>Additional Legal Entity Information (if applicable):</b>	<b>Additional Legal Entity Information (if applicable):</b> Not applicable
<b>Address for Notices:</b> 12 Aquilon Street Gatineau, QC, J9A 3B7 Canada	<b>Address for Notices:</b> 60 Adelaide Street East, Suite 1300 Toronto, Ontario, Canada M5C 3E4

**WHEREAS**, for the purpose as stated in Section 2 below, Verizon and the Company (collectively referred to as the "**Parties**" and individually referred to as a "**Party**") have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party ("**Owner**") may disclose to the other Party ("**Recipient**").

**NOW, THEREFORE**, the Parties agree as follows:

### 1. Definitions.

- 1.1 "**Confidential Information**" means any and all information (in whatever form) designated as confidential by the Owner by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the Owner (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself, and that (i) relates to purposes stated in Section 2 below or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties' discussions or communications in that regard; (ii) relates to the Owner's customers, suppliers, products, services, developments, financial information, processes, schematics, technology, sales statistics, pricing information, market intelligence, marketing and other business strategies, trade secrets, know-how or personnel; and (iii) is received by the Recipient from the disclosing party during the term of this Agreement. Confidential Information may be disclosed in written or other tangible form (including on magnetic or optical media) or by oral, visual or other means. In order to be considered



Confidential Information of the Owner, the Owner must summarize orally disclosed Confidential Information in a writing that is provided to the Recipient within 10 days of initial oral disclosure by the Owner.

- 1.2 The term "**Affiliate**" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.
- 1.3 The term "**Representatives**" shall mean in respect of each Party, its Affiliates and the directors, officers, employees, attorneys, consultants, and other agents and advisors of each Party and its Affiliates.
2. **Purpose.** For a period of 2 years from the date of original disclosure, a Recipient of Confidential Information may use the Confidential Information only for the purpose of the potential provision of telecommunication, data networking and related services by Verizon to Company.
3. **Use.** For a period of 2 years from date of original disclosure, Recipient shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to its Representatives who have a need to know for the purpose of this Agreement, provided that such Representatives agree, in advance, in writing, to be bound by confidentiality provisions at least as protective of Owner's Confidential Information as those contained in this Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner. Recipient shall be responsible for any breach of such confidentiality provisions by such Representatives unless such confidentiality provisions expressly permit the Owner to enforce the confidentiality provisions as a third party beneficiary.
4. **Exclusions.** The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - a. is or becomes publicly known without breach of this Agreement;
  - b. was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient;
  - c. is developed by Recipient independently of and without reference to any of Owner's Confidential Information or other information that Owner disclosed in confidence to any third party;
  - d. is lawfully obtained by Recipient from third parties authorized to make such disclosure without restriction;
  - e. is identified by Owner as no longer proprietary or confidential;
5. **Required Disclosures.** In the event Recipient is required by law, regulation or court order to disclose any of Owner's Confidential Information, Recipient will (except as prohibited by law, regulation or court order) promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner contesting the requirement and/or seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner in contesting the requirement and/or seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
6. **Return of Confidential Information.** All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner or destroyed within 30 days of written request, and shall not thereafter be retained in any form by Representatives; provided however that a Party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes as may be required by law or regulation, subject to the second sentence of Section entitled "Term" below.
7. **Intellectual Property.** No licenses or rights under any patent, copyright, trademark, or trade secret or any other intellectual property rights are granted or are to be implied by this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the purpose under this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.
8. **Representations and Warranties.** Owner shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement. **CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED AS-IS. TO THE EXTENT PERMITTED AT LAW, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER WITH RESPECT TO CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.**
9. **Term.** This Agreement shall become effective as of the date first written above and shall automatically expire one (1) year thereafter, provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of Recipient's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.
10. **Remedies.** The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement may result in irreparable injury to Owner for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to seek specific performance and injunctive or other equitable relief.



Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

11. **Assignment.** Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
13. **Miscellaneous.** This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements with respect to the subject matter of this Agreement; (b) may not be amended or in any manner modified or waived except by a written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in such province.
14. **Severability.** If any provision of this Agreement is found to be unenforceable by a court or other tribunal of competent jurisdiction, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.





